

PRE-ANNEXATION AGREEMENT

This Agreement entered into by and between _____
_____, hereinafter designated "Owner", and the **City of Granite City, Illinois**, a municipality of the County of Madison and the State of Illinois, hereafter designated as "City of Granite City".

WITNESSETH:

WHEREAS, Owner owns real estate Permanent Parcel No. _____, which real estate shall hereinafter be referred to as the "property", commonly known as _____, and which is or may someday be contiguous to the corporate limits to the City of Granite City, Illinois; and

WHEREAS, the property constitutes territory which is or may someday be contiguous to and be annexed to the City of Granite City, Illinois, as provided by statute; and

WHEREAS, the Owner desires to have said property annexed to the City of Granite City upon certain terms and conditions hereinafter set forth,

WHEREAS, the City of Granite City, after due and careful consideration, has concluded that the annexation of said property to the City of Granite City would further the growth of the City, enable the City to further the development of the area and serve the best interests of the City; and

WHEREAS, pursuant to the provisions of Illinois Revised Statutes, this Pre-Annexation Agreement shall be submitted to the appropriate City authority and a public hearing shall be held thereon after giving due notice as provided in the said Statute;

NOW THEREFORE, it is hereby agreed as follows:

1. This Agreement is made pursuant to and in accordance with the provisions of the Illinois Revised Statutes, Chapter 675, Section 5/7-1-1, et seq.
2. The Owner herein files with the City Clerk a proper petition expressly conditioned on the terms and provisions of their Agreement, to annex the property as set forth herein to the City of Granite City, Illinois.
3. The City Council of Granite City will vote on an ordinance to annex the property set forth herein within approximately thirty (30) days after the filing of said petition.
4. Should the entire property be annexed into Granite City, The City of Granite City agrees that the property will have the zoning classification of _____.
5. Should the entire property be annexed into Granite City, Granite City will rebate to property owners any additional real estate taxes imposed due to the property becoming a part of Granite City, for a period of _____ years, in the amount of \$_____.
6. Should the entire property be annexed into Granite City, Granite City will provide and pay for any engineering, legal documents, or other costs directly associated with the annexation.
7. Upon annexation of the entire property, Granite City will provide all city services to these properties, as currently provided to property owners in the City, including but not limited to, fire and police protection, refuse collection, street services, etc.

8. Should the entire property be annexed into Granite City, Granite City will provide adequate infrastructure to the property lines of said properties including, but not limited to, street maintenance, street lighting, etc., as soon as the City is financially able to do so.

9. In the event the City of Granite City does not fulfill any of its agreements herein, then the Owners' sole remedy shall be to declare this Pre-Annexation Agreement null and void, and, further, that the City of Granite City shall taken any and all action necessary to terminate the annexation or disconnect the property from the City of Granite City, if legally possible. In no event shall City be liable for money damages or return of tax monies to Owner, even in the event of breach, and Owner waives same.

10. If any provision of this Agreement is adjudged invalid by a Court having competent jurisdiction, such provisions shall be deemed to be excised therefrom, and the invalidity thereof shall not affect any of the other provisions contained herein.

11. This Pre-Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of land which is the subject of this Agreement, assignees, lessees, and upon any successor municipal authorities of said City of Granite City and successor municipalities for a period of twenty (20) years from the date of execution hereof as provided by statute. Neither party shall assign any of its rights under this agreement without the prior written consent of the other.

12. Failure to enforce compliance with any term of this Agreement does not constitute future waiver of the same or any other term.

IN WITNESS WHEREOF, the City Council of the City of Granite City, Illinois, and the
Owner have hereunto set their hands and seals and have caused this instrument to be executed by
all on the _____ day of _____, 2008.

By:

Name:
Owner

By:

Name:
Owner

CITY OF GRANITE CITY, ILLINOIS

By:

Ed Hagnauer, Mayor

ATTEST:

CITY CLERK